

A. G. Contract No. KR910244TRD  
ECS File: JPA 91-12  
Project: I-10-3-517/H 3218 01C  
Section: I-10 @ Riggs Road

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
MARICOPA COUNTY, ARIZONA

THIS AGREEMENT is entered into 5 AUGUST, 1992,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and  
MARICOPA COUNTY, ARIZONA, acting by and through its Board of  
Supervisors (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the County.

3. The State and the County desire to participate in the  
design and construction of improvements to Interstate 10 (I-10)  
within the State right of way, at its intersection with Riggs  
Road, to include access and exit ramp widening on the east side  
of I-10; the removal of a cattle guard and relocation of  
fencing, at an estimated cost of \$30,000.00, hereinafter  
referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

*Neil  
Cancellation  
Letter*

NO. <u>16992</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/05/92</u>
<u>Richard H. Shonay</u> Secretary of State
By <u>Vincent J. Greenwood</u>

## II. SCOPE OF WORK

### 1. The County will:

a. Provide to State standards design plans, specifications and such other documents necessary for construction bidding and construction. Incorporate State review comments.

b. Call for bids, and with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the written concurrence of the State on any Project change orders. Be responsible for any contractor claims for extra compensation attributable to the County.

c. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance outside the State right of way.

d. Invoice the State for the actual cost of construction of the Project, in an amount estimated at \$30,000.00.

### 2. The State will:

a. Review design documents and provide comments as appropriate.

b. Provide the County with "as built" plans and such other documents of the existing intersection as may be reasonably available, at no cost.

c. Upon completion and acceptance, reimburse the County for the reasonable direct actual construction costs of the Project, in an amount estimated at \$30,000.00. Be responsible for any contractor claims for extra compensation attributable to the State.

d. Provide maintenance to the Project within the State right of way.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Maricopa County  
County Engineer  
2901 E. Durango  
Phoenix, AZ 85009

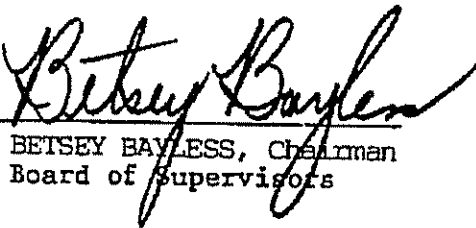
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

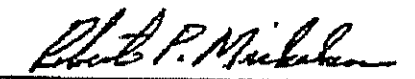
MARICOPA COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By

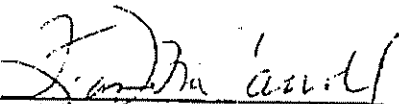
  
BETSEY BAYLESS, Chairman  
Board of Supervisors

By

  
ROBERT P. MICKELSON  
Deputy State Engineer

ATTEST:

By


  
FRAN MCCARROLL  
Clerk of the Board

3520j  
30MAR

RESOLUTION

BE IT RESOLVED on this 15th day of February 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Maricopa County for the purpose of defining responsibilities for the design and construction of improvements to access and exit ramps on the east side of I-10 at Riggs Road.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

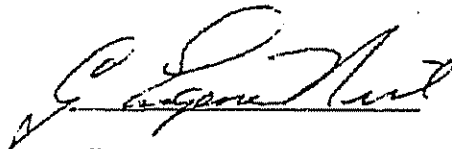
  
for JAMES S. CREEDON  
Acting Director  
Arizona Department of  
Transportation

JPA 91-12

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and MARICOPA COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.*

DATED this 27<sup>th</sup> day of May, 1992.

A handwritten signature in cursive script, appearing to read "G. Eugene Hart", is written over a horizontal line.

County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR91-0244-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3<sup>rd</sup> day of August, 1992.

GRANT WOODS  
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ls  
7333G/108